

INTRODUCTION

The Regional Development Centers (RDCs) of Georgia were established through the enactment of the Georgia State Planning Act of 1989, commonly known as House Bill 215. Before 1989, these Centers were referred to as Area Planning and Development Commissions (APDCs). However, Georgia's landmark planning act required that a more coordinated planning process be implemented throughout the state. Therefore, the newly created RDCs were given the responsibility of serving the public interests of the state by promoting and implementing the comprehensive planning process.

The number of regional development centers and the region within which each regional development center will operate is determined by the Board of the Department of Community Affairs (DCA). The geographic boundaries of the 18 regional development centers are shown in Map 1. RDCs include all municipalities and counties in the state of Georgia.

Organization and Function

Membership in an RDC is automatic for each municipality and county in the state. The organizational structure of the RDCs is provided in Code Section 50-8-34 of the Georgia Laws. The board of each RDC is responsible for establishing the policy and direction of their RDC, as provided or authorized by law.

The board's membership includes the chief elected official of each county and the chief elected official of each municipality. The county board members and municipal board members from the same county elect one member of the board who is a resident (but not an elected or appointed official or employee of the county or municipality) to serve as the 'nonpublic' board member from a county. The term of a board member who is an elected official is one year; and two years for a nonpublic board member. The board meets at least four times a year. Additionally, the board is responsible for hiring an executive director, adopting an annual

budget and work program for the RDC, and electing the 15 members of the executive committee.

The executive committee must include at least one board member from each county in the region. Also, the county board member representing the county with the largest population is required to be on the executive committee. The same holds true for the municipal board member with the largest population. The committee has the same power and authority as the full board, with the exceptions of hiring the executive director, adopting the annual budget and work program, and electing the executive committee. Four municipal board members and four county board members must be elected by their boards to be members of the executive committee. Also, five nonpublic board members must be elected by the nonpublic board members to be members of the executive committee.

State funds are appropriated to DCA and are distributed to the RDCs based on a funding formula. A minimum funding amount is established by DCA. In order for an RDC to be eligible for the minimum funding amount, each RDC must collect annual dues of \$.25 from each resident of each county of the RDC. The most recent population estimates are used in making the assessment.

A full time professional staff carries out the directives of the policy making bodies. The executive director, who is hired by the RDC board, is the chief administrative officer of the center. In this capacity, the executive director manages the daily operations and staff of the RDC. RDC staffs vary, but typically consist of an administrative staff, fiscal director, aging services director, job training director, planning director, plus other associated professional and support staff.

The RDCs are involved primarily with planning for the development of the area. In that capacity, the RDCs aid member local governments in

developing and implementing plans. Through contractual arrangements, the RDC may provide certain services, such as grant writing, reviewing and commenting on applications for federal assistance. RDCs provide a full spectrum of assistance in many areas including, but not limited to, employment and training, criminal justice, economic development, transportation, solid waste management, and historic preservation. The centers provide service and training in addition to technical assistance.

The state of Georgia defines RDCs as "public agencies and instrumentalities of their members." In that respect, the centers are responsible for facilitating coordinated and comprehensive planning in conformity with minimum standards and procedures as prescribed by law.

ATTACHMENT 7

PHOTOGRAPHS

- PHOTO 1 Fayetteville City Hall
- PHOTO 2 Old Fayetteville Depot, which serves
as both the offices of the water
department and the city meeting room
acts as an annex of the City Hall
- PHOTO 3 Fayetteville Public Works Dept.
- PHOTO 4 Fayetteville maintenance vehicle
- PHOTO 5 Fayetteville maintenance vehicle
- PHOTO 6 View of the central business district
of Fayetteville, demonstrating that
Fayetteville does not lie in an
"urbanized area" but a relatively
small Georgia community.
- PHOTO 7 Another view of the central business
district of Fayetteville,
demonstrating that Fayetteville does
not lie in an "urbanized area" but a
relatively small Georgia community.
- PHOTO 8 Sign showing the proposed site of the
"Baptist Hospital South," which is to
be located about three miles west of
downtown Fayetteville and will serve
Fayetteville and Fayette County.
- PHOTO 9 Sign showing the proposed site of the
"Fayetteville Regional Hospital,"
which is to be located about two-and-
one-half miles west of downtown
Fayetteville and will serve
Fayetteville and Fayette County.

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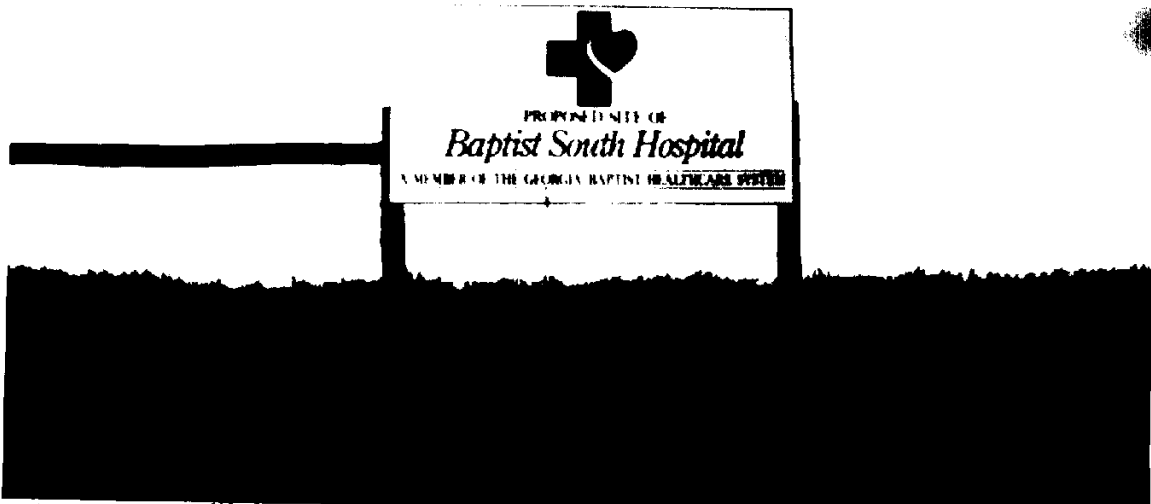
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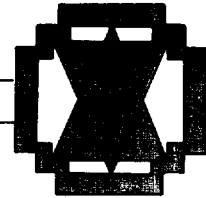
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ATTACHMENT 8

CITY OF FAYETTEVILLE

COUNTY SEAT OF FAYETTE COUNTY



PROGRESS
IN
ACTION

P.O. BOX 302
FAYETTEVILLE, GA. 30214
(404) 461-6029

WELCOME TO THE CITY OF FAYETTEVILLE

The attractiveness and economic well-being of The City of Fayetteville will be enhanced as a place to live, work, and conduct business through proper regulations.

Please check with the following departments at City Hall for information relevant to conducting business:

1. PLANNING AND ZONING - The City Planner will review and answer questions pertaining to new developments. The Planning and Zoning Clerk can review the Zoning Map and Land Use Map with you and provide copies of ordinances such as the Zoning Ordinance and Subdivision Regulations.
2. BUILDING - Certain types of work require permits, and all structures must be inspected by the Building Department and the Fire Department prior to occupancy.
3. BUSINESS LICENSE - Everyone who conducts business in the City of Fayetteville is required to obtain a Business License.
4. WATER AND SEWER - Water and sewer service is applied for in the Depot building behind City Hall.
5. SIGNS AND DUMPSTERS - The Code Enforcement Officer can assist you in interpreting these ordinances and making application. No exterior signs may be used without an approved sign permit.

WELCOME TO THE CITY OF FAYETTEVILLE

We hope the following information will help you in establishing your home or business in our City:

UTILITIES

WATER DEPARTMENT	460-4237
ATLANTA GAS LIGHT CO.	471-7246
GEORGIA POWER CO.	461-8462
COWETA-FAYETTE E.M.C.	525-7241

ZONING

240 EAST LANIER AVENUE	461-6029
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BUSINESS LICENSE

INSIDE CITY LIMITS	
240 EAST LANIER AVENUE	461-6029
OUTSIDE CITY LIMITS	
140 WEST STONEWALL AVENUE	461-6041

BUILDING AND SIGN PERMITS

240 EAST LANIER AVENUE	461-6029
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POLICE DEPARTMENT

105 JOHNSON AVENUE	461-4441
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FIRE DEPARTMENT

95 JOHNSON AVENUE	461-4548
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VOTER REGISTRATION

CITY HALL	
240 EAST LANIER AVENUE	461-6029
COUNTY COMPLEX	
140 WEST STONEWELL AVENUE	461-6041

HEALTH DEPARTMENT

140 STONEWELL AVENUE	461-6041
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TAX-AUTO TAGS AND REGISTRATION

140 STONEWELL AVENUE	461-6041
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DRIVERS LICENSE

140 STONEWELL AVENUE 461-6041

CHAMBER OF COMMERCE

155 MARQUIS DRIVE 461-9983

LIBRARY

155 SOUTH JEFF DAVIS DRIVE 461-8841

POST OFFICE

250 EAST GEORGIA AVENUE 461-7878

ATTACHMENT 9

AGREEMENT

THIS AGREEMENT, entered into between Pearce Broadcasting Partnership ("Pearce"), and T. Wood and Associates, Inc. ("Wood").

WHEREAS, Pearce is the permittee of Station WUAF, Valley, Alabama and presently is authorized to operate on Channel 251A at 32° 55' 12" North Latitude (N), 85° 13' 04" West Longitude (W); and

WHEREAS, Wood is the permittee of Station WEIZ, Hogansville, Georgia, and presently is authorized to operate on Channel 248A, at 33° 03' 54" North Latitude (N), 84° 57' 23" West Longitude (W); and

WHEREAS, under the former rules established by the Federal Communications Commission ("FCC"), Class A FM radio stations were limited to an effective radiated power (ERP) of 3 kW, and Class A FM radio stations operating on a third adjacent frequency from each other are required to maintain a separation of 27 kilometers; and

WHEREAS, by Second Report and Order released on August 18, 1989 (FCC 89-232), the FCC increased the maximum permitted effective radiated power permitted for Class A FM radio stations to 6 kW and now requires third adjacent frequency Class A FM radio stations to be separated by 31 kilometers in order for them to be fully-spaced under its minimum separation rules (§ 73.207); and

WHEREAS, the FCC will permit a short-spaced class A FM broadcast station nevertheless to increase its transmitter power to an effective radiated power (ERP) of 6 kW upon receiving FCC consent if all stations to which a station is short-spaced consent to the power increase; and

WHEREAS, Pearce desires expeditiously to commence non-directional operation on Channel 251A with 6 kW transmitter power (ERP) and maximum antenna height of 100 meters and intends to file an application with the FCC to specify a transmitter site located at 32° 55' 34" North Latitude (N), 85° 13' 42" West Longitude (W), which site is located 29.72 kilometers from Station WEIZ's authorized transmitter site, and is therefore fully-spaced under § 73.213(c)(1), but would be short-spaced to WEIZ by 1.28 kilometers under the FCC rules § 73.207; and

WHEREAS, consent from Wood by Pearce therefore is required in order for Pearce to specify a nondirectional operation with a transmitter power of 6 kW and an antenna height of 100 meters (HAAT) at that transmitter site; and

WHEREAS, Wood has submitted a counterproposal in MM Docket No. 92-227 before the FCC proposing to change Station WUAF's authorized channel of operation to Channel 237A; and

WHEREAS, operation on Channel 237A by Pearce will permit Pearce to operate Station WUAF at a transmitter site located at 32° 55' 34" North Latitude (N), 85° 13' 42" West Longitude (W), with a full 6 kW transmitter power (ERP), non-directional, and with an antenna height of 100 meters (HAAT) in full accordance with the FCC's spacing Rules; and

WHEREAS, consent by Pearce to the proposed operation by Station WUAF on Channel 237A is desired by Wood in order to expedite the processing of Wood's counterproposal by the FCC.

NOW, THEREFORE, in consideration of the mutual covenants of the parties, the sufficiency of which hereby is acknowledged, the parties agree as follows:

1. Wood hereby provides its consent to Pearce's proposed short-spacing of Station WEIZ and any resulting interference by Station WUAF. More specifically, Wood agrees to accept whatever harmful interference, if any, which may result by virtue of non-directional operation of Station WUAF: (a) with transmitter site coordinates of 32° 55' 34" North Latitude (N), 85° 13' 42" West Longitude (W) with transmitter power (ERP) of 6 kW, and 100 meters antenna height above average terrain (HAAT), or (b) with a transmitter site at any other location (and with 6 kW ERP and 100 meters HAAT) that does not increase the short-spacing to any greater extent than the coordinates in (a) or is less short-spaced to Station WEIZ at its currently approved transmitter location. Moreover, Wood acknowledges that by virtue of the fact that Wood also does not intend simultaneously itself to file an application to operate with 6 kW from its current transmitter site on its current channel of operation, it may be precluded from receiving authorization from the FCC to operate Station WEIZ at 6 kW ERP and 100 meters antenna height (HAAT) (or equivalent) in the future. Further, Wood specifically agrees that WUAF may in the future modify its antenna, transmitter power, or other aspects of the WUAF facility in any respect and/or change transmitter location to any location it desires so long as it does not propose an increase in the short-spacing to WEIZ at its present location in excess of that

which would result from non-directional operation of WUAF at the coordinates referenced above in this paragraph with a transmitter power (ERP) of 6 kW and antenna height of 100 meters (HAAT) (or equivalent).

2. Under the terms and conditions of this Agreement, Pearce agrees to the change of channel for WUAF from channel 251A to 237A and will file with the FCC reply comments which consent to the proposal to change Station WUAF's channel of authorization from Channel 251A to Channel 237A in a manner consistent with the terms of this Agreement.

3. In consideration of Pearce's consent to the channel change to Channel 237A, Wood agrees to provide to Pearce reimbursement for actual expenses incurred by Pearce for the change in channels from Channel 251A to Channel 237A, in an amount up to \$15,000, for the following: (a) in the event Pearce purchases an antenna for use on Channel 251A, up to \$7,000 for the cost of purchasing such antenna for Channel 251A and replacing the antenna with a comparable Channel 237 3-bay antenna of Pearce's choice; (b) up to \$1,000 for fees for a tower crew to mount Pearce's Channel 237 antenna; (c) up to \$2,000 for the cost of retuning its transmitter to the new frequency (Channel 237) of operation; (d) up to \$500 for recalibration of Station WUAF's modulation monitor; (e) actual legal and engineering costs up to \$2,500 for costs as may be incurred for filing an FCC Form 301 and/or Form 302 for issuance of a new construction permit and/or license for the new frequency; and (f) up to \$2,000 for additional expenses incidental to the channel

change (i.e., advertising, stationery, etc.). Pearce will provide statements, bills or invoices to document the expenses to be reimbursed. No later than twenty (20) days from receipt of such documentation, Wood will pay Pearce the reimbursement. Moreover, this Agreement shall not preclude Pearce from receiving reimbursement from other persons for expenses not reimbursed by Wood pursuant to this Agreement.

4. The mutual covenants contained herein for Wood to support Pearce's short-spaced application or a subsequent application and/or operation of WUAF, and for Pearce to consent to Wood's counterproposal shall continue to be binding upon the parties even in the event: (a) the FCC denies Pearce's application to operate with 6 kW transmitter power (ERP) and antenna height of 100 meters (HAAT) from a site at 32° 55' 34" North Latitude (N), 85° 13' 42" West Longitude (W); (b) if Pearce chooses another location consistent with the requirements of this Agreement set forth in § 1 above; (c) if Pearce delays filing its 6 kW application indefinitely or decides to remain at its current transmitter site; or (d) if Wood's counterproposal to substitute Channel 237A for Channel 251A at Valley, Alabama is denied by the FCC. Provided, however, that in the event the FCC does not grant Wood's counterproposal to substitute Channel 237A for Channel 251A at Valley, Alabama, Wood shall have no further obligation to reimburse Pearce for any of its expenses as would have been incurred by its change of channels of operation.

5. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remaining terms and provisions of this Agreement, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the extent permitted by law.

6. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof, and there are no representations, warranties, or undertakings other than those expressly set forth herein. This Agreement may not be amended, modified, terminated or revoked by either party except by mutual consent evidenced in writing, signed by the parties hereto.

7. This Agreement shall be construed in accordance with the laws and decisions of the State of Alabama applicable to contracts made and executed therein.

8. This Agreement may be executed in counterparts, and shall be effective as of the last date executed.

9. This Agreement is binding upon the parties, their heirs and successors, and shall be enforceable by specific performance or whatever other remedy as may be available at law in Alabama.

IN WITNESS WHEREOF, the parties have executed this Agreement
as of the dates specified below.

Date: 12/28/92

PEARCE BROADCASTING PARTNERSHIP

By: [Signature]
Partner

Date: 12/28/92

T. WOOD AND ASSOCIATES, INC.

By: [Signature]
President

F:\MEJ\ACT\64416.1

CERTIFICATE OF SERVICE

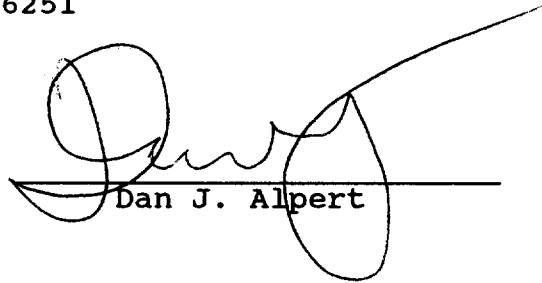
I, Dan J. Alpert, hereby certify that I have served a true and correct copy of the foregoing document to the following person:

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WASZ
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Ashland, AL 36251



Dan J. Alpert